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## GROUND LEASE

Lease with GS Roofing  
(to be expanded as prop  
purchased by GS)

This LEASE AGREEMENT is made and entered into effective as of the 27th day of October, 1994, by and between SHELL OIL COMPANY, a Delaware corporation (hereinafter called "Landlord"), having offices in One Shell Plaza, 910 Louisiana, Houston, Texas 77002, and GS ROOFING PRODUCTS COMPANY, INC., a New York corporation (hereinafter called "Tenant"), having offices at 5525 MacArthur Boulevard, Irving, Texas 75038.

Article I.  
DEFINITIONS

The following words or phrases, as used in this Lease, shall have the following meanings:

1.1 "Additional Rent" means all sums, other than Base Rent, which Tenant is or becomes obligated to pay to Landlord under this Lease, including, but not limited to, Taxes.

1.2 "Base Rent" shall have the meaning described in Section 5.1(a), adjusted as provided for herein.

1.3 "Commencement Date" means the date upon which the Term commences, determined in accordance with the provisions of Section 3.1.

1.4 "Effective Date" means the date first written above.

1.5 "Lease" means this instrument together with all attached exhibits, amendments, addenda, schedules, attachments and appendices.

1.6 "Premises" means the land and property described in Section 2.2.

1.7 "Primary Term" means that part of the Term of this Lease which commences on the Commencement Date and expires at the end of the 180th calendar month ensuing after the Commencement Date, said 180 calendar months to include the month in which the Commencement Date occurs.

1.8 "Renewal Term" shall have the meaning specified in Section 3.2.

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1.9 "Rent" means all amounts which Tenant is obligated to pay to Landlord under this Lease, and includes Base Rent and Additional Rent.

1.10 "Term" means the period for which the Premises are leased and includes the Primary Term and any Renewal Term.

## Article II. LEASE OF PREMISES

2.1 Landlord hereby leases to Tenant and the Tenant hereby hires from Landlord the Premises as described in Section 2.2 for the Term, unless the Term shall sooner terminate as hereinafter provided.

### 2. 2.2 Premises Description.

See Exhibit "A" Leasehold Legal Description  
See Exhibit "B" Leasehold Area

SUBJECT, however, to an unrecorded Easement for Pipeline Right-of-Way dated June 30, 1965, granted to Olympic Pipe Line Company by Shell, a copy of which Olympic Pipeline Easement has been delivered to Tenant. 2

The above easement areas and rights herein granted are non-exclusive, and are subject to all other easements and encumbrances either of record or evidenced physically on or in the easement area.

2.3 Premises Square Footage. Landlord and Tenant agree that the square footage of the Premises as of this date, subject to modification pursuant to the exercise of the Expansion Option, is 57,500 square feet.

2.4 No Representation. Tenant is fully familiar with the physical condition of the Premises and acknowledges that as of the Effective Date the same is in good order and condition. LANDLORD MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LANDLORD SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECT THEREON.

2.5 Mutual Covenants. This Lease is subject to the terms, covenants, and conditions herein set forth, and Landlord and Tenant covenant as

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a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions as set forth herein.

2.6 Environmental Disclosure. Tenant hereby acknowledges that properties owned by Landlord adjacent to the Premises have been or are presently being used in connection with the storage and sale of petroleum products; that storage tanks or other equipment, and fixtures for such storage and sale have been or are presently located on such adjacent properties; that such storage tanks or other equipment and fixtures have contained or may presently contain flammable, explosive, or toxic materials or vapors; and that Landlord has advised Tenant of the foregoing.

2.7 Independent Investigation. Tenant has made its own independent investigation of the Premises with respect to the suitability of the Premises for Tenant's use and all other aspects of this transaction and is relying entirely upon such independent investigation and on advice of Tenant's consultants.

### Article III. LEASE TERM

3.1 Primary Term. While this Lease shall be effective as of the Effective Date and subject to and upon the terms and conditions set forth herein or in any exhibit or schedule hereto, the Term of this Lease as to the Premises shall commence (the "Commencement Date") on the first day of the first calendar month subsequent to the Effective Date, and the Term of this Lease shall terminate as to the entire Premises on the last day of the one hundred eightieth (180th) full calendar month following such Commencement Date, unless sooner terminated or unless extended by the provisions of this Lease.

3.2 Renewal Options. Tenant shall have and is hereby given four (4) separate options to renew and extend this Lease (each a "Renewal Option") upon the terms, covenants, conditions and provisions herein contained which are in effect as of the time of such renewal and extension, excepting Rent, to follow consecutively upon the expiration of the Primary Term of this Lease: provided that in each instance, at the time an option to renew is exercised, the Term of this Lease (which shall include the Primary Term hereof and any "Renewal Term," as defined herein) shall be in effect. Each of said four (4) separate renewal options shall be for separate, successive terms of five (5) years each. The expression "Renewal Term" as used herein shall be deemed to refer to the period covered by each such separate renewal option, as the contract requires. Such options may be exercised by Tenant giving Landlord notice of its intention to

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exercise the same not less than forty-five (45) days prior to the expiration dates, respectively, of the Primary Term and each Renewal Term, as the case may be. With respect to each such renewal option, Tenant may renew this Lease and extend the Term hereof as to all (but not as to only a portion) of the Premises which shall on the date of the exercise of such option be subject to this case. The renewal and extension of this Lease for any Renewal Term shall be on and under the same covenants, agreements, terms, provisions and conditions as are in effect as of such renewal, except that Base Rent for each lease year during the entirety of such Renewal Term shall be at the Renewal Rate, as hereinafter defined.

3.3 Acknowledgement of Exercise of Renewal Option. At any time after Tenant has exercised its Renewal Option so as to extend this Lease for any Renewal Term, Landlord and Tenant, upon request of either, will sign and acknowledge a written memorandum evidencing such facts, setting out the date to which such Renewal Term will extend, and the Base Rent which will be applicable during such Renewal Term.

#### Article IV. EXPANSION OPTIONS

4.1 Expansion Property. Landlord currently leases to Northwest Metal Fab & Pipe, Inc. a parcel of land measuring 150 feet by 150 Feet, unimproved, and located adjacent to the Premises, together with certain easement rights, a description of which land is included in and attached hereto as Exhibit "C" (the "Expansion Property"), pursuant to a lease dated September 1, 1990 and which has been, and may in the future be, renewed on a year to year basis (the "Northwest Lease").

4.2 Expansion Options. Tenant shall have, and Landlord hereby grants to Tenant, the right, at Tenant's option (the "Expansion Option"), to include under this Lease as part of the Premises all or part of the Expansion Property, subject in all cases, to the Northwest Lease having been lawfully terminated with respect to that part of the Expansion Property upon which the Expansion Option is being exercised, the Expansion Property or relevant part thereof having been vacated by the current tenant, the terms and conditions of Sections 4.3 and 4.4, and to the rights of Landlord and Tenant as specified in Section 4.5.

4.3 Exercise of Expansion Option. From time to time during the Term, with respect to all or any part of the Expansion Property which has been

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surrendered by the lessee under the Northwest Lease, or which ceases to be covered by the Northwest Lease, Tenant may exercise its Expansion Option by notifying Landlord within ninety (90) days of any Expansion Property having been so surrendered or ceased to be covered that Tenant wishes to exercise its Expansion Option. Landlord shall not be required to take any action in derogation of the rights of the lessee under the Northwest Lease or which would place Landlord in breach of its obligations under the Northwest Lease. Landlord shall deliver the Expansion Property to Tenant for occupancy, and such Expansion Property shall become a part of the Premises for the remainder of the Term, on the first day of the first month subsequent to the Expansion Option having been exercised.

4.4 Base Rent Applicable to Expansion Property. Subject to the terms and conditions and rights of Landlord in Section 4.5, upon the Expansion Property becoming a part of the Premises, the Base Rent then in effect for the Premises shall be increased by a sum equal to the square footage of the Expansion Property multiplied by the Base Rate which would have been applicable to the Premises had the Expansion Option not been exercised, plus, such Additional Rent as shall be due as a result of the Expansion Property having become part of the Premises.

4.5 Alternate Rent and Lessee of Expansion Property. Provided that neither the Expansion Property has become part of the Premises nor any instrument drawn pursuant to Section 4.6 memorializing the exercise of the Expansion Option has been executed by both Landlord and Tenant, in the event that Landlord receives from a ready, willing and able potential lessee of the Expansion Property a bona fide offer to lease the Expansion Property from Landlord, the Landlord shall give Tenant notice thereof, specifying the name and address of the proposed lessee and the term, rent and other provisions of the proposed lease, accompanied by Landlord's affidavit that such proposed lease is in good faith. Tenant shall thereupon have the option to lease the Expansion Property for the term, at the rent and on the other provisions specified in such notice, which option Tenant may exercise by giving Landlord notice within thirty (30) days after Tenant's receipt of Landlord's notice of the offer. Promptly upon Tenant's execution of a written lease with such term, rent and other provisions, Landlord shall execute the same with Tenant in recordable form. Failure of Tenant to exercise its option to lease the Expansion Property when presented with the opportunity to do so under this Section 4.5, shall terminate and cancel the Expansion Option granted to Tenant under Section 4.2; provided, however, that if Tenant does not exercise its option under this Section 4.5 when offered the opportunity to do so, and Landlord does not consummate the proffered lease with the identified third party potential lessee within 90 days of the date Tenant was

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notified of such lease under this Section 4.5, the Expansion Option shall be exercisable by Tenant according to its terms.

4.6 Instrument Delineating Expansion Property. At any time after the exercise of the Expansion Option pursuant to the terms hereof, Landlord and Tenant shall, upon request of either, join in executing and delivering a recordable instrument delineating and describing the Expansion Property added thereby and specifying the Base Rent payable with respect to such Expansion Property.

#### Article V. RENT

5.1 Base Rent: Additional Rent. Subject to any other applicable provisions of this Lease, the Rent reserved by Landlord and payable by Tenant in consideration of and under the terms of this Lease for each year of the Primary Term hereof (prorated on a daily basis for any period less than an entire year) shall be and consist of:

(a) An annual base rent (sometimes herein called the "Base Rent") computed by multiplying the applicable Base Rate times the number of square feet of the Premises, plus

(b) Such other sums of money as shall become due and payable by Tenant as Additional Rent hereunder, which Additional Rent shall be payable as hereinafter provided.

5.2 Base Rate. The applicable rate ("Base Rate") to be used in calculating the Base Rent shall be:

(a) for the first five years of the Primary Term \$0.45<sup>45 x 575 = 25,875 per year</sup>

(b) for each of the subsequent two five (5) year periods of the Primary Term the Renewal Rate as determined according to Section 5.4; and

(c) for each Renewal Term the Renewal Rate as determined according to Section 5.4.

5.3 Payment of Rent. Tenant shall pay to Landlord all Rent at Landlord's offices in Houston, Texas, or elsewhere as Landlord may from time to time designate to Tenant in writing, in legal tender for the payment of public

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and private debts, without counterclaim, set-off, or deduction, in the following manner:

(a) The Base Rent, monthly in advance (without written demand) in equal monthly installments on the first day of each full calendar month during the Term and for any other period of occupancy; and

(b) The Additional Rent, within thirty (30) days after Notice thereof by Landlord's invoice or statement for the same as elsewhere provided for and authorized herein, and at such other times as this Lease provides for the payment of the same.

5.4 Renewal Rate. The "Renewal Rate," for purposes of calculating annual Base Rent of the Premises payable during the period of the Primary Term subsequent to the initial five (5) years of the Primary Term and during any Renewal Term, shall be the prevailing market rental rate per annum per square foot being charged new tenants, or existing tenants with new leases, in the Portland, Oregon area for similar properties on an arm's-length basis whose lease commenced or had been fully negotiated within the six (6) month period ending immediately prior to the period of the Primary Term or the Renewal Term for which a Renewal Rate is to be determined, and which lease covers a similar size of space or amenities as this Lease as continued or renewed would cover or, absent such a new lease, the prevailing market rental rate per annum per square for similar space and amenities in Portland, Oregon. If Landlord and Tenant cannot agree on a Renewal Rate prior to the ninetieth (90th) day previous to the end of the first or second five (5) year period of the Primary Term, or prior to the last day on which Tenant may give notice of its intention to exercise a Renewal Option the question of the appropriate Renewal Rate shall be determined pursuant to Section 5.5. Notwithstanding anything to the contrary herein, the Renewal Rate shall never be less than the Base Rate stated in subsection 5.2(a).

5.5 Renewal Rate by Appraisal. In the event Landlord and Tenant fail to reach a mutual agreement within the time periods stated in Section 5.4 as to a Renewal Rate, Landlord and Tenant shall each obtain separate appraisal reports of the appraised per square foot per annum rental (the "Appraised Renewal Rate") value of the Premises in accordance with established appraisal practice based on the Comparative Market Data Approach for general commercial use. The appraisers ("Initial Appraisers") so selected by Landlord and Tenant shall each be qualified members in good standing of the Appraisal Institute with the designation of SREA or MAI. The Initial Appraisers shall complete and submit written reports of the Appraised Renewal Rate of the Premises to the respective parties within one (1) month of failure to meet the time periods stated in Section 5.4. Upon receipt of the reports from the Initial Appraisers, Lessor and

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Shell shall notify the other of the Appraised Renewal Rate so determined. If Landlord and Tenant have complied with the foregoing procedures, and:

(a) there is a difference in Appraised Renewal Rate so determined by the Initial Appraisers equal to ten percent (10%) or less of the lower Appraised Renewal Rate, then the Appraised Renewal Rates will be averaged (that is the sum of the two Appraised Renewal Rates so determined shall be divided by two (2)) and the resulting sum shall be the Renewal Rate for establishing the rental in accordance with Section 5.1(a), or:

(b) there is a difference in the Appraised Renewal Rate so determined by the Initial Appraisers exceeding ten percent (10%) of the lower Appraised Renewal Rate then Landlord and Tenant shall attempt to establish the Renewal Rate by mutual agreement. Upon the failure to reach such an agreement within thirty (30) days of the receipt of the last notification of the Initial Appraisers' reports as required above, Landlord and Tenant, within the next following fifteen (15) days, shall request the Initial Appraisers to appoint a third appraiser who is a qualified member in good standing of the Appraisal Institute with the designation SREA or MAI. The appraiser so selected, within the aforesaid fifteen (15) day period, shall be requested to determine an Appraised Renewal Rate and within forty-five (45) days after receiving notice of such appointment, shall report in writing to Landlord and Tenant, his Appraised Renewal Rate. The Renewal Rate shall then be the lesser of either (i) the Appraised Renewal Rate as determined by the third appraiser or (ii) the higher of the two Appraised Renewal Rates determined by the Initial Appraisers and shall be binding upon both Landlord and Tenant without benefit of appeal.

#### Article VI. PERMITTED USES

6.1 Permitted Uses. Tenant shall use the Premises only for the storage of raw and finished materials associated with roofing and the loading and unloading of trucks and, for a period of less than 24 hours per truck, the parking of trucks awaiting loading or unloading, and for no other purpose.

6.2 No Construction. Tenant shall not construct or place any structure or building on the Premises; nor suffer such to exist, without the Landlord's written consent.

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6.3 No Petroleum Advertising. Tenant shall not use the Premises to advertise petroleum products, nor permit advertising of such type to be located on the Premises.

6.4 Signs. Tenant shall provide all signs desired by it, and shall be responsible for all installation and maintenance thereof; provided, that no sign may be installed or erected on the Premises by Tenant without Tenant having first obtained the approval of Landlord for such sign to be installed or erected.

6.5 No Waste. Tenant shall not commit or permit any waste of or nuisance on the Premises and shall keep the Premises clean and in good order and condition; and shall make all repairs and replacements necessary to that end.

6.6 Paving of Premises. Tenant shall have the right to pave the Premises with asphaltic concrete, the quality of which and a suitable grading and drainage plan must be approved in writing prior to commencement of paving, which approval shall not be unreasonably withheld.

6.7 Fencing and Landlord's Access. Tenant shall at all times allow Landlord permanent easement through this Parcel for the purposes of accessing adjoining property of Landlord. For reasonable protection of said roofing materials. Tenant shall be allowed to fence and gate these parcels, however, Landlord shall be provided gate keys to allow unrestricted easement at any time of the day.

6.8 Zoning Requirements. Tenant in its use of the Premises shall comply with all zoning and use restrictions.

#### Article VII. COMPLIANCE WITH LAW

Tenant shall at all times comply with all governmental laws, ordinances, regulations, orders, licenses, and permits, as well as all requirements of insurance policies, relating to the Premises or any business or other use thereon, including all license, permit and inspection taxes or fees.

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Article VIII.  
TAXES

8.1 Taxes. Landlord shall cause to be paid all general and special taxes, assessments, and other governmental charges on the Premises ("Taxes"), but shall be reimbursed as Additional Rent by Tenant on demand and exhibition of receipted bills, for all such Taxes allocable to the premises including the easement area. If any of such Taxes are levied not on the Premises alone but on the Premises together with adjoining property, Tenant's reimbursement to landlord shall be for that portion of such Taxes which are equitably allocable to the Premises.

8.2 Mechanic's Liens. Tenant shall pay and discharge every mechanic's lien that may be imposed on the Premises by reason of any act or omission of Tenant or of any other party except Landlord.

Article IX.  
SPILLS AND POLLUTION

In the event of any product spills or other environmentally polluting discharge caused by or arising from the Tenant's use of the Premises, Landlord is authorized to commence containment or cleanup operations as deemed appropriate or necessary by Landlord or required by any governmental authorities and shall notify Tenant immediately of such operations. Unless such spill or discharge referred to in this paragraph is the sole result of Landlord's negligence, all reasonable cost of containment or cleanup shall be borne by Tenant. In the event a third party shall be legally responsible for costs or expenses borne by Tenant under this article, Landlord shall cooperate with Tenant for the purpose of obtaining reimbursement.

Article X.  
UTILITIES

10.1 Utilities. Tenant shall be responsible for arranging the provision of, and the paying for, and the cost of, all utilities desired to be used by Tenant on the Premises.

10.2 Water Damage. It is expressly agreed and understood by and between the parties to this agreement, that Landlord shall not be liable for any

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damage or injury by water, which may be sustained by Tenant, by reason of the breakage, leakage, flooding, or obstruction of water, sewer, or soil pipes, or other leakage.

Article XI.  
TERMINATION AND PURCHASE RIGHT

11.1 By Tenant. Tenant may terminate this Lease at the end of the Primary Term or the end of any Renewal Term, by giving to Landlord at least twelve (12) months prior to the date of intended termination notice of an intent and decision to so terminate. Failure of Tenant to give such notice, in the absence of Tenant's exercise of a Renewal Option or Landlord's terminating this Lease as otherwise herein permitted, shall cause this Lease to be automatically extended from year-to-year on the same covenants, conditions and Base Rent as existed immediately prior to any such year's extension.

11.2 By Landlord. Notwithstanding Tenant's Renewal Options and Expansion Options, Landlord may terminate this Lease, after having given to Tenant notice of Landlord's intent and decision to terminate at least twelve (12) months prior to the date of intended termination.

- (a) at the end of the Primary Term;
- (b) at the end of any Renewal Term;
- (c) effective as of any time subsequent to the last day of the third year of the Primary Term, provided, that
  - (i) Landlord's existing Dock Lease with the Port of Portland has been terminated: NA -  
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  - (ii) Landlord requires the property for existing dock expansion to develop a new dock;
  - (iii) Landlord requires the leased premises for plant expansion, such plant expansion not to include expansion for additional parking or green area; or
  - (iv) Landlord desires to sell the Premises and all of its property adjacent to or otherwise contiguous to the Premises to a party not affiliated with Landlord. ←

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11.3 By Condemnation. If all or any part of the Premises is taken for public or quasi-public use (whether by condemnation or by negotiated acquisition), either Landlord or Tenant may terminate this lease by giving the other at least 30 days' prior notice; and whether or not this Lease is so terminated, Tenant waives all right to or interest in any award or settlement for such taking with respect to the Premises.

Article XII.  
INSURANCE AND INDEMNITY

12.1 Insurance. Without in any way limiting Tenant's responsibilities or liabilities as set forth in Article 12.2 or elsewhere herein, Tenant shall maintain, at Tenant's expense, insurance satisfactory to Landlord of the following minimum types and limits:

(a) Insurance to cover any of Tenant's risk exposures under the worker's compensation or other laws of Oregon or other governmental entity and regulations of any authorities having jurisdictions in Tenant's operations.

(b) Employer's Liability Insurance with a limit of \$100,000 per occurrence.

(c) Comprehensive General and Automobile Liability Insurance with a limit of \$2,000,000 each occurrence for bodily injury and property damage combined and including, but not limited to, coverage for contractual liability assumed by Tenant hereunder and the operation of all owned, non-owned and hired vehicles. The General Liability Insurance shall include Landlord as an additional insured. Tenant shall, upon Landlord's request, furnish evidence satisfactory to Landlord that the above insurances are in effect and shall not be canceled nor materially changed without at least 30 days prior written notice to Landlord.

12.2 Indemnity. Tenant shall defend, indemnify and hold harmless Landlord, its directors, employees and agents, to the fullest extent permitted by law, for and against any loss, damage, claim, suit, liability, judgment and expense (including attorneys' fees and other costs of litigation) arising out of any (a) bodily/personal injury, disease or death of any persons or loss of or damage to any property (including, but not limited to Premises), or (b) fine or penalty imposed by any governmental authority, in each case, resulting from or in connection with the Premises or the possession or use thereof or any operations or conditions permitted thereon even though caused concurrently by the neg-

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any damage or destruction which Tenant was not obligated hereunder to repair or replace.

14.3 Holding Over. If Tenant holds over after expiration or termination of this Lease without Landlord's prior written consent, then Tenant shall be deemed to be occupying such Premises as a tenant at will subject to all the covenants and obligations of this Lease and Tenant shall pay Landlord throughout the entire holding over period a monthly rent (prorated on a per diem basis) equal to one hundred ten percent (110%) of the Base Rent paid or owed for the first whole calendar month preceding commencement of the holdover period plus one hundred ten percent (110%) of any Additional Rent which would otherwise be applicable. Furthermore, in addition to Additional Rent but not as part of it, Tenant shall indemnify and hold Landlord harmless from and against any and all claims for costs, losses, expenses, liability or damages by any other party to whom Landlord may have leased all or any part of the Premises for a term commencing after the commencement of such holding-over period. No holding over by Tenant after the expiration of the Term shall be construed to extend this Lease.

14.4 Severability and Survival of Obligation. The determination that one or more provisions of this Lease is invalid, void, illegal or unenforceable shall not affect or invalidate the remainder of this Lease. All obligations of either party requiring any performance after the expiration of the Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto.

14.5 Exhibits. Exhibits, clauses, plats, riders, amendments and addendums, if any, signed or initialed on behalf of Landlord and Tenant and affixed to this Lease are a part hereof for all purposes.

14.6 Waiver. The waiver by Landlord or Tenant of any term, covenant or condition herein contained for one breach shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

14.7 Broker's Fees. Landlord and Tenant each warrant to the other that no real estate brokers or agents are involved in this transaction. Landlord

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shall be under no obligation to pay or be responsible for any Broker's or finder's fees, commissions or charges in connection with handling this transaction.

14.8 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest unpaid Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord pay accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

14.9 Notices. Notices hereunder shall be given only by certified mail or courier or by facsimile electronic transmission and shall be deemed given when the notice is received by the party to whom directed.

The Address for Tenant shall be:

GS Roofing Products Company, Inc.  
5525 MacArthur Boulevard  
Irving, TX 75038

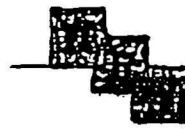
The Address for Landlord shall be:

Shell Oil Company  
Attention: Manager Corporate Real Estate  
P.O. Box 2463  
Houston, TX 77052-2463

14.10 Prior Agreements; No Representations. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. Tenant warrants and represents that there have been no representations or statements of fact with respect to the Premises, surrounding area or otherwise, whether by Landlord, its agents or representatives, any lease broker or any other person, whose representations or statements have in any way induced Tenant to enter this Lease or which have served as the basis in any way for Tenant's decision to execute this Lease, except as contained in this Lease or in agreements executed contemporaneously with this Lease. Tenant agrees and acknowledges that no lease broker, agent or other person has had or does have the authority to bind Landlord to any statements, covenant, warranty or representation except as contained in this Lease and that no person purporting to hold such authority shall bind Landlord

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# HANER, ROSS & SPORSEEN, INC.

ENGINEERS CONSULTANTS SURVEYORS  
1532 82ND OR  
CLATSOP, OREGON 97131



Project 75  
October 3, 1974

## LEASEHOLD DESCRIPTION

A tract of land situated in the southwest quarter of Section 18, Township 1 North, Range 1 East, W.M., City of Portland, Multnomah County, Oregon. Said tract of land being more particularly described as follows:

COMMENCING at a point situated at a point between the George Kittridge and Milton Doane Donation Land Claim, in said Section 18, said point of commencement being located North 31°15' East a distance of 1,611.96 feet from the angle corner in said claim line and also being the initial point of the plat of N.W. Front Street and N.W. Doane Street, recorded in Book 1133, page 29, Plat Records of Multnomah County, Oregon; THENCE, North 31°15' East for a distance of 104.60 feet to the northeasterly right-of-way line of N. Front Street; Thence, North 41°42'10" West along said right-of-way line for a distance of 1151.19 feet to the true POINT OF BEGINNING; THENCE, North 48°57'25" East for a distance of 122.14 feet; THENCE, South 41°42'10" East for a distance of 80 feet; THENCE, South 48°57'25" West for a distance of 187 feet, more or less, to a fence intersection; THENCE, South 41°42'10" East along an existing fence for a distance of 270 feet, more or less to an existing fence intersection; THENCE, South 48°57'25" West along an existing fence for a distance of 40 feet, more or less, to a fence intersection; THENCE, North 41°42'10" West along an existing fence for a distance of 50 feet to a fence intersection; THENCE, South 48°57'25" West along an existing fence for a distance of 95 feet, more or less, to the northeasterly right-of-way of N.W. Front Avenue; THENCE, North 41°42'10" West along said right-of-way line for a distance of 100 feet to the Point of Beginning. Said tract of land contains 1.12 Acres, more or less.

Also together with an easement for ingress and egress across the following described tract of land: BEGINNING at the most southerly southeast corner of the aforementioned tract of land; THENCE, North 41°42'10" West for a distance of 16 feet; THENCE, North 48°57'25" East for a distance of 135 feet; THENCE, South 41°42'10" East for a distance of 16 feet; THENCE, South 48°57'25" West for a distance of 135 feet; THENCE, North 41°42'10" West along said right-of-way line for a distance of 16.00 feet to Point of Beginning of this easement.

INDUSTRIAL WASTE TREATMENT INDUSTRIAL SITE DEVELOPMENT MUNICIPAL UTILITIES IRRIGATION & WATER CONTROL ARCHITECTURAL DEVELOPMENTS PORT & HARBOR DEVELOPMENTS AIRCRAFT RAILROADS REPORTS & VALUATIONS

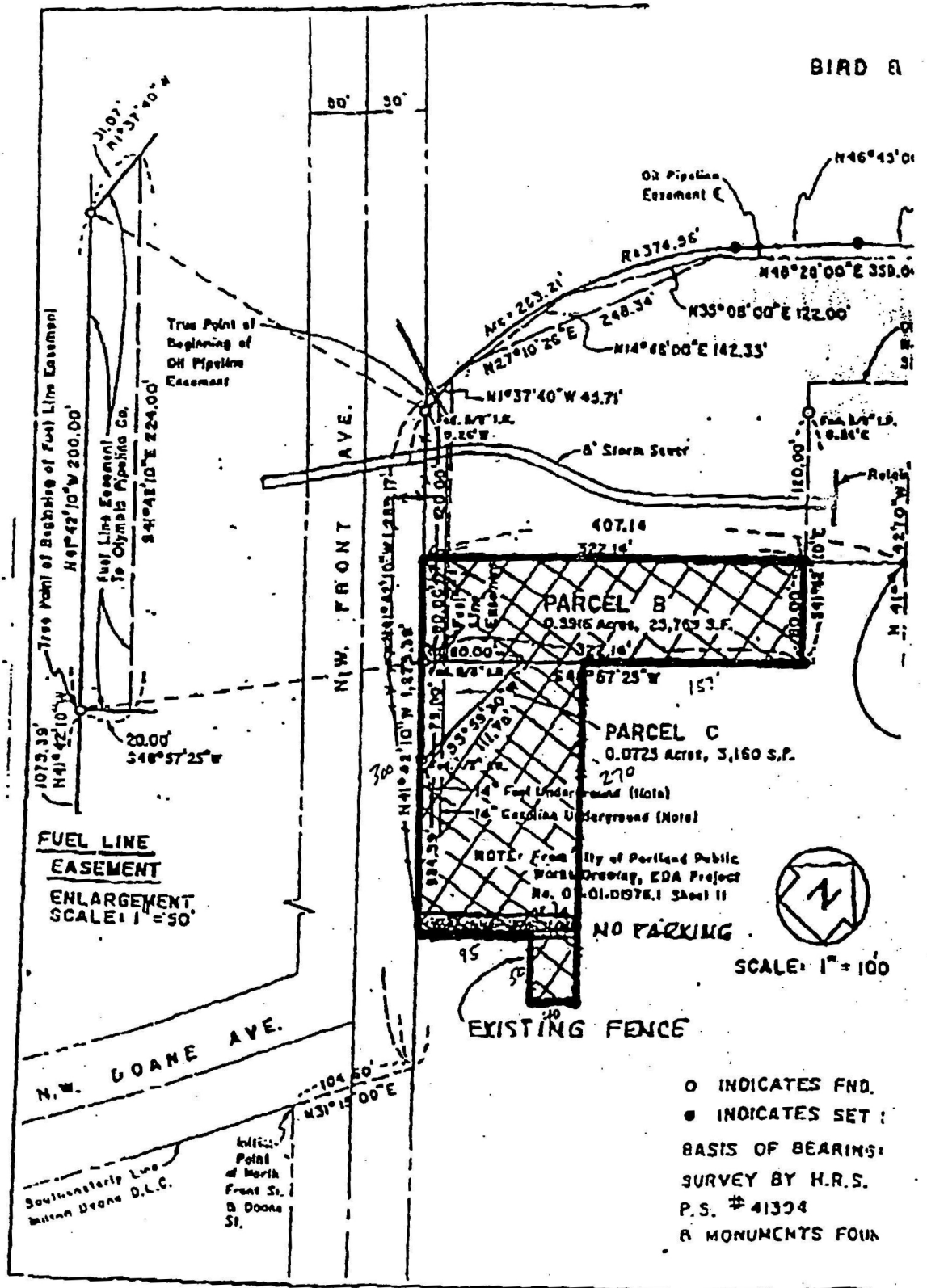
12/07/21 10:59 1500.04-27

312 621 8118

FROM: GARY STRATEGIC ASSET MGT  
AUG. 15. 2000 10:11 AM

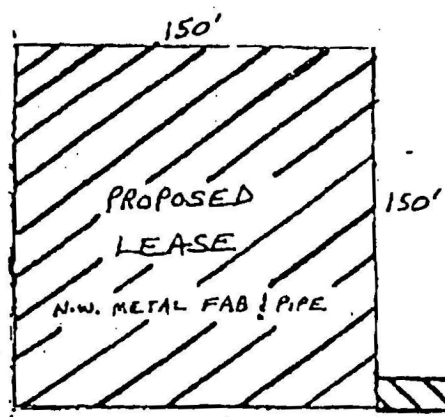
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Exhibit "B"  
Leasehold Area





PRESENTLY  
LEASED TO  
GENSTAR ROOFING  
PRODUCTS COMPANY



Truck Connec-  
tor Pad.

Truck Pump-off  
Pump Pad

Truck  
Pump-off  
Pump Pad

OLYMPIC PIPELINE MANIFOLD

ACCUMULATED  
FUEL - 10,000 GALS

SOLE EQUIPMENT  
ENCLOSURE

HOUSE  
WITH  
PROPANE  
TANK

N.W. FRONT AVE.